


Exhibit A

Proof of Claim



7013623



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
<p>Name of Debtor (Check Only One) Case No</p> <p><input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) 09-50026 (REG)</p> <p><input checked="" type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) 09-50027 (REG)</p> <p><input checked="" type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) 09-50028 (REG)</p> <p><input checked="" type="checkbox"/> CMLC of Harlem, Inc (f/k/a Chevrolet-Saturn of Harlem, Inc) 09-13558 (REG)</p>		<p><u>Your Claim is Scheduled As Follows.</u></p>
<p>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.</p>		
<p>Name of Creditor (the person or other entity to whom the debtor owes money or property) AUTONATION, INC AND SUBSIDIARIES</p>	<p><input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim</p> <p>Court Claim Number _____ (If known)</p> <p>Filed on _____</p>	
<p>Name and address where notices should be sent AUTONATION, INC AND SUBSIDIARIES 200 SW 1ST AVENUE SUITE 1400 LEGAL FORT LAUDERDALE FL 33301 c/o Coleman Edmunds</p>	<p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars</p> <p><input type="checkbox"/> Check this box if you are the debtor or trustee in this case</p>	
<p>Telephone number (954)769-2039 Email Address edmundsc@autonation.com</p>		<div style="text-align: center;">  </div> <p style="font-size: x-small;">If an amount is identified above, you have a claim scheduled by one of the Debtors as shown (This scheduled amount of your claim may be an amendment to a previously scheduled amount). If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.</p>
<p>Name and address where payment should be sent (if different from above)</p> <p style="text-align: center;">FILED - 50085 MOTORS LIQUIDATION COMPANY F/K/A GENERAL MOTORS CORP SDNY # 09-50026 (REG)</p> <p>Telephone number _____</p>		
<p>1. Amount of Claim as of Date Case Filed, June 1, 2009. <u>\$ unknown/unliquidated*</u></p> <p>If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges _____</p>		
<p>2. Basis for Claim <u>goods sold, services performed and products liability</u> (See instruction #2 on reverse side) <u>indemnification</u></p>		
<p>3. Last four digits of any number by which creditor identifies debtor _____</p> <p>3a. Debtor may have scheduled account as _____ (See instruction #3a on reverse side)</p>		<p>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount</p> <p>Specify the priority of the claim</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)</p> <p><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)</p> <p><input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)</p> <p><input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2))</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____) _____</p> <p style="text-align: right;">Amount entitled to priority: \$ _____</p> <p style="font-size: x-small;">*Amounts are subject to adjustment on 4/1/10 and every 1 years thereafter with respect to cases commenced on or after the date of adjustment</p>
<p>4. Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information</p> <p>Nature of property or right of setoff <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other _____</p> <p>Describe _____</p> <p>Value of Property \$ _____ Annual Interest Rate _____ %</p> <p>Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____</p> <p>Basis for perfection _____</p> <p>Amount of Secured Claim \$ _____ Amount Unsecured \$ _____</p>		
<p>6. Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim</p> <p>7. Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary (See instruction 7 and definition of "redacted" on reverse side)</p> <p>DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING</p> <p>If the documents are not available, please explain in an attachment _____</p>		
<p>Date <u>11/24/09</u> Signature _____ The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any</p> <p style="text-align: center; font-size: large;"><i>Coleman Edmunds, Assistant Secretary</i></p>		<p style="text-align: center;">FOR COURT USE ONLY</p>



0735922363

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	·	Chapter 11 Case No
MOTORS LIQUIDATION COMPANY, <i>et al</i> ,		09-50026 (REG)
f/k/a General Motors Corp <i>et al</i>		
Debtors	·	(Jointly Administered)
	·	
	·	

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Addendum To Proof Of Claim Of AutoNation, Inc. And Certain Of Its Subsidiaries

AutoNation, Inc ("AutoNation"), through certain of its subsidiaries, is engaged in the automotive retail business. At the time of the petition, certain of these subsidiaries, as set forth on Schedule 1 hereto ("AutoNation GM Dealers") had a Sales and Services Agreement with Motors Liquidation Company and/ or MLCS Distribution Corporation. Each of the AutoNation GM Dealers signed a Participation Agreement, Wind-Down Agreement and/or Deferred Termination Agreement with Motors Liquidation Company and/ or MLCS Distribution Corporation. It is our understanding that the Participation Agreements, Wind-Down Agreements and Deferred Termination Agreements, along with the Sales and Service Agreements to which they relate (the "Assumed Contracts"), were assumed by the 363 Acquirer, General Motors LLC ("New General Motors"). It is our further understanding that all pre-petition claims of the AutoNation GM Dealers under the Assumed Contracts were assumed by New General Motors (other than those specifically released by the AutoNation GM Dealers). As such, AutoNation files this proof of claim as a protective measure and reserves the right to amend this proof of claim to include any amounts owed to AutoNation GM Dealers by the Debtors as of the petition date, which were not assumed or fail to be paid by New General Motors (other than those specifically released by the AutoNation GM Dealers).

AutoNation has certain subsidiaries that at one time had a Sales and Service Agreement with Motors Liquidation Company, but no longer had one at the time of the petition ("AutoNation Former GM dealers"). To the extent that product liability claims are made against an AutoNation Former GM Dealer, relating to the pre-petition sale of a new or used General Motors manufactured product, for which New General Motors fails to provide indemnification, the AutoNation Former GM Dealer will have a contractual (the indemnification provisions of the Sales and Service Agreement survive termination of the franchise) and a common law claim for indemnification against Motors Liquidation Company, MLCS, LLC and/ or MLCS Distribution Corporation. AutoNation reserves the right to supplement this proof of claim to assert or provide additional information as to any such claims. Upon request, AutoNation shall provide a list of AutoNation Former GM Dealers.

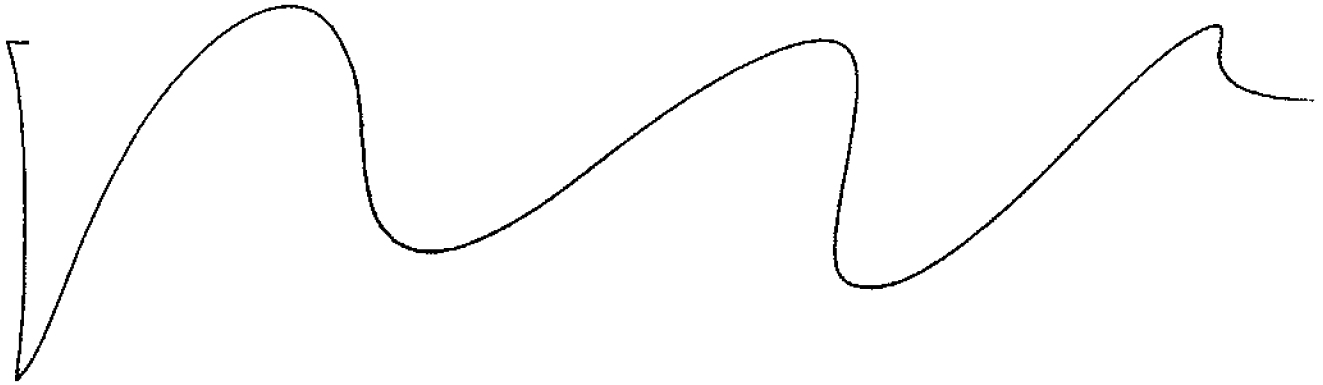
AutoNation has certain subsidiaries that sold General Motors manufactured products (e g , a Ford store that sold a used Chevrolet or Saturn) prior to the petition, without a Sales and Service Agreement for such products ("AutoNation Non-Franchised Dealers") To the extent that product liability claims are made against an AutoNation Non-Franchised Dealer for the sale of a General Motors product, the AutoNation Non-Franchised Dealer will have a common law claim for indemnification against Motors Liquidation Company, MLCS, LLC and/ or MLCS Distribution Corporation As of the date of the petition, two AutoNation Non-Franchised Dealers have such a claim for common law indemnification against Motors Liquidation Company: Champion Ford, Inc (see attached complaint) and Mullinax Ford, Inc (see attached complaint) AutoNation reserves the right to supplement this proof of claim to assert any other such claims Upon request, AutoNation shall provide a list of AutoNation Non-Franchised Dealers.

Any additional documentation related to the proof of claim, as now filed or further amended, will be made available to the Debtors upon request.



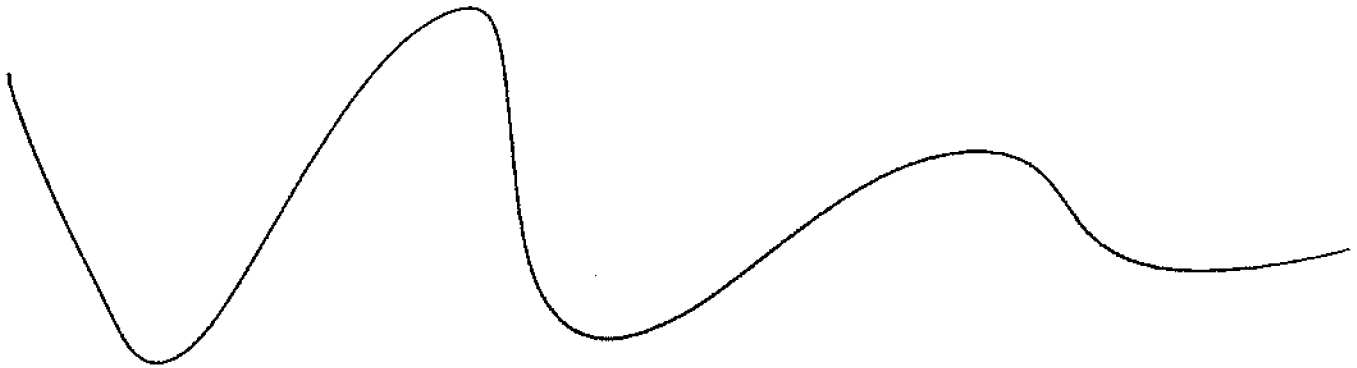
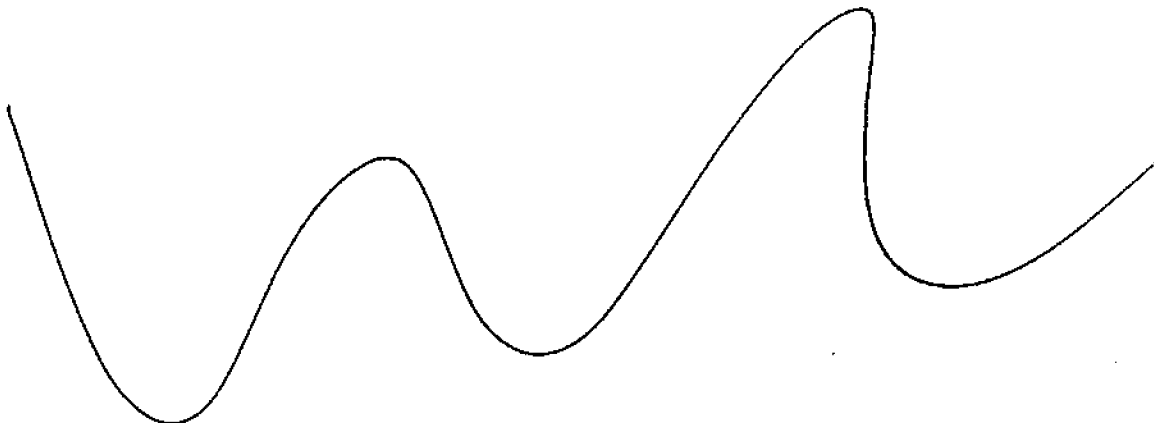
SCHEDULE 1 – AutoNation GM Dealers

Legal Name	DBA
1 Miller Sutherlin Automotive, LLC	Miller Sutherlin Automotive-Chevy-Pontiac
2 Sunset Pontiac-GMC, Inc	Autoway Pontiac GMC
3 Champion Chevrolet, LLC	Power Chev South Bay/ Power Pont Buick GMC
4 Mac Howard Leasing	Power Chevrolet Irvine
5 Maroone Chevrolet Ft Lauderdale, Inc	Maroone Chevrolet Buick Pontiac GMC Fort Lauderda
6 Dobbs Brothers Buick-Pontiac, Inc	Dobbs Pontiac-GMC
7 Emich Oldmobile, LLC	Go Pontiac Buick GMC West
8 Emich Oldmobile, LLC	Go Pontiac Buick GMC Park Meadows
9 Fox Motors, LLC	Fox Buick-Pontiac-GMC
10 Desert GMC, LLC	Desert Pontiac GMC Buick
11 Desert Buick-GMC-Trucks, LLC	Desert Buick GMC Pontiac
12 AN Corpus Christi Chevrolet, LP	Champion Pontiac Buick GMC
13 AutoNation Fort Worth Motors, Ltd	Bankston Chevrolet Fort Worth
14 Maroone Chevrolet, LLC	Maroone Chevrolet of Pembroke Pines
15 AN Corpus Christi Chevrolet, LP	Champion Chevrolet Cadillac and
16 Fox Chevrolet, LLC	Fox Chevrolet
17 RI/RMC Acquisition, Ltd	Champion Chevrolet
18 Brown & Brown Chevrolet - Superstition Sprngs, LLC	Power Chevrolet - Superstition Springs
19 AN Motors of Dallas, Inc	Bankston Chevrolet
20 Westgate Chevrolet, Ltd	Westgate Chevrolet, Cadillac
21 Brown & Brown Chevrolet, Inc	Brown & Brown Chevrolet
22 Plains Chevrolet Ltd	Plains Chevrolet
23 AN Cadillac of WPB, LLC	Maroone Cadillac
24 Beacon Motors, Inc	Maroone Chevrolet of West Dade
25 Chesrown Chevrolet, LLC	Go Chevrolet
26 AN Chevrolet-Arrowhead, Inc	Power Chevrolet - Arrowhead
27 Appleway Chevrolet, Inc	Appleway Chevrolet
28 Abraham Chevrolet-Miami, Inc	Maroone Chevrolet of Miami
29 Jim Quinlan Chevrolet Co	Autoway Chevrolet
30 Mike Hall Chevrolet, Inc	Champion Chevrolet Highway 6
31 Bill Ayares Chevrolet, LLC	Fox Chevrolet of Laurel
32 Valley Chevrolet, LLC	Fox Chevrolet of Timonium
33 Charlie Thomas Chevrolet, Ltd	Champion Chevrolet Mitsubishi Gulf Freeway
34 Northpoint Chevrolet, LLC	Team Chevrolet at Northpoint
35 Vince Wiese Chevrolet, Inc	Power Chevrolet Valencia
36 Steve Moore Chevrolet, LLC	Maroone Chevrolet of Greenacres
37 Coastal Cadillac, Inc	Autoway Cadillac
38 Don Mealey Chevrolet, Inc	Courtesy Chevrolet at West Colonial
39 Chevrolet World, Inc	Courtesy Chevrolet at the Airport
40 Steve Moore Chevrolet Delray, LLC	Maroone Chevrolet of Delray
41 Maroone Chevrolet Ft Lauderdale, Inc	Saturn of Fort Lauderdale

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SATURN USA DISTRIBUTION, LLC

SATURN USA SALES AND SERVICE RETAILER
AGREEMENT

A handwritten signature in black ink, featuring a large initial loop followed by several smaller, fluid strokes, located in the middle section of the page.A handwritten signature in black ink, starting with a deep curve and followed by a series of peaks and valleys, positioned at the bottom of the page.

SATURN USA DISTRIBUTION, LLC
Sales and Service Retailer Agreement

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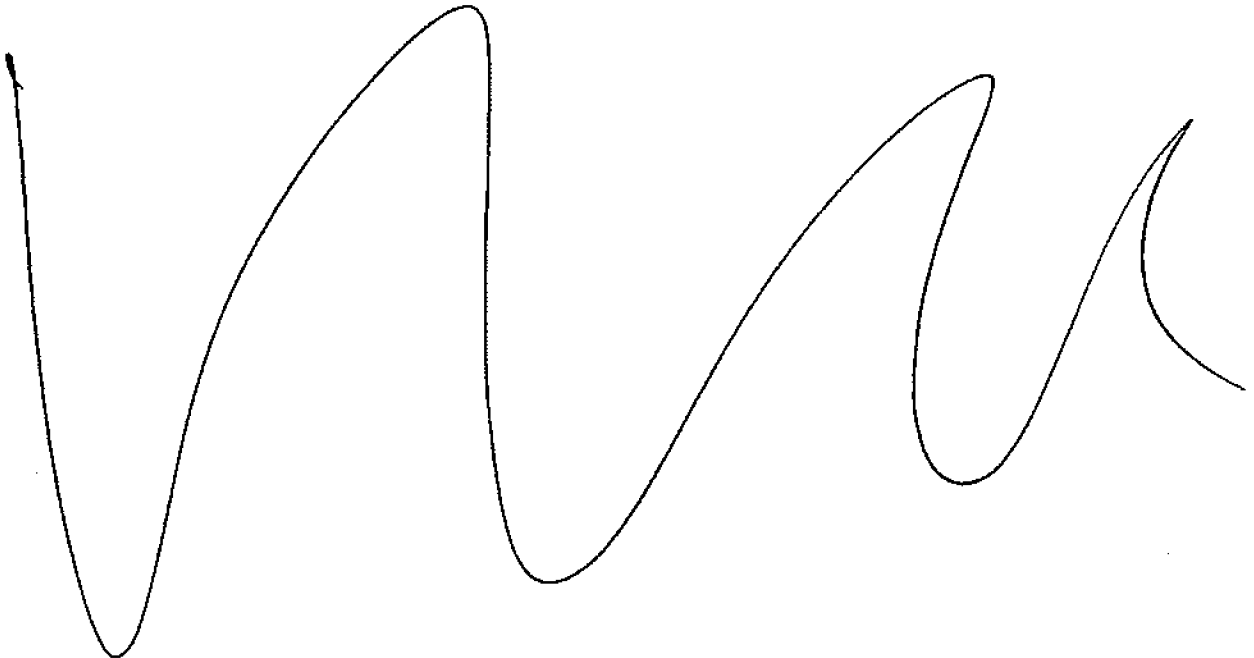
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SATURN USA DISTRIBUTION, LLC

Saturn USA Sales and Service Retailer Agreement

This SATURN USA SALES AND SERVICE RETAILER AGREEMENT is effective as of the day last set forth in the Final Paragraph below by and between SATURN USA DISTRIBUTION, LLC ("Distributor") and the natural person or entity identified as "Retailer" in the Final Paragraph of this Agreement

A. STATEMENT OF COMMITMENT TO SATURN MISSION, PHILOSOPHY AND VALUES

This Saturn USA Sales and Service Retailer Agreement and all addendums hereto (collectively, the "Agreement") state the commitment of Distributor and Retailer to each other as well as their relationship to the owners of Saturn Motor Vehicle Products.

Distributor, the exclusive distributor of Saturn Motor Vehicle Products in the United States of America, brings to this relationship an ongoing focus on exceeding customer expectations and a commitment to excellence, teamwork, and respect.

The principal purposes of this Agreement are to:

1. Affirm the commitment of the Retailer and the Distributor to adhere to the Saturn Philosophy and Values, and achieve the Saturn Mission,
2. Identify the framework within which the Retailer and the Distributor will jointly act to fulfill their commitments to each other,
3. Authorize the Retailer to sell and service Saturn Motor Vehicle Products and to represent itself as a Saturn Retailer ; and
4. Identify other commitments, rights, and responsibilities of the Retailer and the Distributor.

Retailer represents Saturn's products and brand to the public. Therefore, it is essential to the success of Saturn, the Distributor, and the Retailers that each Retailer understands, embraces, and promotes both the letter and the spirit of the Saturn Mission, Philosophy, and Values as set forth below

The Retailer agrees to adhere to the Saturn Philosophy and Values in conducting its Retail Operations and to work jointly with the Distributor within the framework identified in this Agreement to accomplish the Saturn Mission. The Retailer acknowledges that the success of the Saturn brand, the Distributor, the Retailer, other Retailers, and its suppliers is dependent on the Retailer fulfilling this commitment. Consistent with the Saturn Philosophy, Retailer pledges to maintain the highest ethical standards in all its activities.

B. SATURN MISSION, VALUES AND PHILOSOPHY

Saturn's Mission is to source and market vehicles that are leaders in quality, cost, and customer enthusiasm through the integration of people, technology, and business systems. Achieving this Mission is dependent in part upon the development and maintenance of a network of authorized Retailers working together with the Distributor to build and maintain customer confidence in the Retailer and the Saturn brand.

The Saturn Values and Philosophy direct the way the Retailer and the Distributor can reach their shared goals. The Saturn Values and Philosophy, as set forth below, focus on exceeding customer expectations and on establishing a positive work environment for Saturn team members.

1. Commitment to Customer Enthusiasm, Service, Experience and Satisfaction

The Distributor and Retailer will strive to continually exceed the expectations of our customers for products and services that are leaders in cost, quality, and customer enthusiasm. Our customers know that we really care about them. Our Retailers must have well located places of business with outstanding sales, service and parts facilities. They must be staffed with courteous and well trained personnel who are dedicated to serving our Saturn customers during the acquisition and ownership experience, and they must be focused on attaining the long term goals reflected herein as well as their own individual goals. The goal of the Distributor and Retailer is to exceed the expectations of our customers at all times and never be satisfied with the status quo. It is imperative that our Saturn customers deal with team members trained in the Saturn way of doing business.

2. Commitment to Excel

There is no place for mediocrity and halfhearted efforts at Saturn. We accept responsibility, accountability, and authority for overcoming obstacles and reaching beyond the best. We choose to excel in every aspect of our business, including return on investment.

3. Teamwork

We are dedicated to singleness of purpose through the effective involvement of team members, suppliers, Retailers, neighbors, and other stakeholders. A fundamental tenet of our philosophy is the belief that effective teams engage the talents of individual members while encouraging team growth.

4. Trust and Respect for the Individual

We have nothing of greater value than our people. We believe that demonstrating respect for the uniqueness of every individual builds a team of confident, creative members possessing a high degree of initiative, self-respect and self discipline.

5. Continuous Improvement

We know that sustained success depends on an ability to continually improve the quality, cost and timeliness of our products and services. We are not satisfied with the status quo and continually seek product and customer service enhancements.

By executing this Agreement, and pursuant to its terms, Distributor and its Saturn Retailers dedicate themselves jointly to serving and satisfying the past, present and future owners of Saturn Motor Vehicle Products.

C. APPOINTMENT OF RETAILER

Distributor hereby appoints Retailer and grants it the non-exclusive right to buy and resell Saturn Motor Vehicle Products and the non-exclusive right to provide maintenance and repair service to Saturn Motor Vehicles. Retailer accepts such appointment and understands that its appointment as a Retailer (i) does not grant it an exclusive right to sell or service Saturn Motor Vehicle Products in its Area of Responsibility (AOR) or in any other geographic area; and (ii) does not grant it any right to buy or resell vehicles or other products that are not Saturn Motor Vehicle Products.

D. TERM

This Agreement shall have a term commencing on its effective date continuing until the date set forth in the Final Paragraph.

E. ADDITIONAL PROVISIONS

The accompanying Saturn USA Motor Vehicle Retailer Agreement Standard Provisions and any Addenda to this Agreement including, without limitation, the Brand Critical Standards, Retail Capacity Addendum (as may be required), Retailer Area of Responsibility Addendum, other facility addenda as identified in this Paragraph E and the Saturn Brand Book are hereby incorporated into and made a part of this Agreement. The data requirements reflected in the Retail Capacity Addendum and Retailer Area of Responsibility Addendum may be periodically updated by Distributor with the current related addendum. Retailer further agrees to be bound by and comply with the Saturn Policy and Procedures Manual and the Facility Image Standards, as may be developed or modified by Distributor from time to time, and all other addenda, manuals, bulletins, instructions and directives issued to or which may be issued to Retailer by Distributor during the term of this Agreement.

F. RETAILER OWNERSHIP

This is a personal service agreement. Distributor is entering into the Agreement in reliance upon the personal qualifications, reputation, integrity and expertise of Owner and Retailer Operator and upon their representation that they are committed to achieving the purposes and goals of this Agreement and the Saturn Statement of

Commitment to Saturn Mission, Philosophy and Values listed above. Retailer agrees that there will be no change in the identity of Owner or in Retailer's ownership, name, identity, business organization or structure without the prior written consent of Distributor, which consent shall not be unreasonably withheld. Owner shall have and maintain an unencumbered ownership interest in the Retailer of at least ten percent (10%) at all times. If Owner is a public company, Owner must meet the requirements set forth in the Public Company Addendum. Both Retailer and Distributor agree that the Retailer Operator must have the sole authority to exercise management control of the Retailer. If Retailer is a corporation, limited liability company or any other entity, Retailer agrees to notify Distributor in writing of any change in the identity of its officers, directors, managing member, general partner or managing partner, as the case may be.

G. RETAILER FACILITIES

Retailer and Distributor's commitment to Saturn customers is furthered by providing clean, modern, instantly identifiable facilities that share a consistent Saturn brand design and retail environment. Accordingly, Retailer agrees that the Retail Facilities shall satisfy all applicable provisions of this Agreement and any applicable addendums, including the facility, space, appearance, layout, equipment and corporate identification requirements in the Retail Capacity Addendum and Facility Image Standards as may be developed by Distributor from time to time. Unless otherwise provided in the Retail Capacity Addendum, Distributor hereby approves the location (s) of the Retail Facilities identified in the Final Paragraph for the exclusive purpose of: (i) a showroom and sales facility for Saturn USA New Motor Vehicles, (ii) a service, and parts facility for the service and repair of Saturn Motor Vehicles; (iii) facilities for display and sale of pre-owned Saturn brand motor vehicles; and (iv) if applicable, other facilities for such other purposes(s) as may be identified in the Final Paragraph. Any off site facilities will operate pursuant to the terms of the Saturn USA Motor Vehicle Retailer Agreement herein and the following Retailer Agreement Addenda if applicable: Service Center Addendum, Pre-Owned & Service Center Addendum, and Service Annex Addendum. Retailer shall not move, relocate or change the designated usage or function of the Approved Locations(s) or any of the Retail Facilities without the prior written consent of Distributor. In particular, Retailer shall not add sales, service or parts operations for any other line of vehicles to the Retail Facilities or at the Approved Location(s) without the prior written consent of the Distributor. Retailer agrees to review all proposed facility plans with Distributor and to obtain Distributor's approval prior to committing to any material construction or real property purchase or lease intended in connection with the sale or service of Saturn Motor Vehicle Products.

H. MODIFICATION OF AGREEMENT

No waiver, modification or change of any of the terms of this Agreement or change or erasure of any printed part of this Agreement or addition to it (except filling of blank spaces and lines) will be valid or binding on Distributor unless approved in writing by the President, or equivalent position, of Distributor.

I. EXECUTION OF AGREEMENT

This Agreement shall not become effective until signed by a duly authorized officer of Retailer, if a corporation or limited liability company, or by one of the duly authorized general partners of Retailer, if a partnership, or by the named individual if a sole proprietorship, and countersigned by a duly authorized officer of Distributor.

J. MUTUAL RELEASE

Retailer and Distributor hereby release the other from any and all claims and causes of action that it may have against the other for money damages or any other relief arising from any event occurring up to and including the effective date of this Agreement including, without limitation, any and all claims arising out of any prior retailer agreement, sales and service agreement, deferred termination agreement or similar agreement to which Retailer was a party or any prior actions, omissions, commitments or course of conduct by Retailer or Distributor prior to the effective date of this Agreement. Retailer acknowledges and agrees that Distributor is not assuming or succeeding to any obligations, responsibilities or liabilities owed to Retailer by General Motors Corporation, General Motors Company ("New GM") or their respective affiliates, subsidiaries, partners, successors, predecessors, vendors or agents.

K. CERTIFICATION

By their signatures on the following page, the parties certify that they have read and understand the Agreement, including all of the additional provisions incorporated herein, and agree to be bound by and comply with all of its terms and conditions. Retailer acknowledges this is a binding commitment and has the opportunity to discuss with and have this Agreement reviewed by legal counsel.

L. DISPUTE RESOLUTION PROCESS-MEDIATION

Retailer and Distributor believe their mutual commitments to the Saturn Mission, Philosophy and Values should minimize the potential for disputes. Nonetheless, some disputes may occur that cannot be resolved in the normal course of business.

All controversies or claims relating to or arising out of the Retailer Agreement must first be submitted to Mediation, unless that step is waived by written agreement of both parties. If Mediation does not resolve the dispute to their mutual satisfaction, then Retailer or Distributor may submit the dispute to a court of competent jurisdiction.

Mediation shall be conducted by a panel consisting of two Distributor representatives and two Retailer representatives selected from a pool of volunteers trained to serve in the dispute resolution process. Retailer and Distributor agree that procedures contained in the Retailer/Saturn Dispute Resolution Guide or any other similar guide or manual or replacement guide or manual, as modified from time to time shall govern mediation. The mediation panel will evaluate each position in good faith and recommend a solution. The recommended solution is not binding.

M. FINAL PARAGRAPH

Retailer is EXAMPLE NAME, incorporated or formed under the laws of the State of EXAMPLE STATE doing business as (EXAMPLE NAME). Retailer is located in the City of EXAMPLE CITY which is in the State of EXAMPLE.

The Owners of Retailer (including all shareholders, general and limited partners, members and other owners) are as follows

Name: EXAMPLE %
%
interest

The Retailer Operator of Retailer is as follows:

Name: EXAMPLE

Showroom and Sales Facility for Saturn Motor Vehicle Products located at:

Address: EXAMPLE
City: Albuquerque State: New Mexico Zip: 87107

Service and Parts Facility for Saturn and Saturn Motor Vehicle Products located at:

Address: EXAMPLE
City: Albuquerque State: New Mexico Zip: 87107

Facilities for the display and sale of pre-owned Saturn and Saturn Vehicles located at:

Address: EXAMPLE
City: Albuquerque State: New Mexico Zip: 87107

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the ____ day of _____, 2009 at Saturn EXAMPLE - EXAMPLE CITY, EXAMPLE STATE XXXXX. This Agreement shall have a term commencing on its effective date and continuing until October 1, 2011 subject to Section XI(E) below.

Retailer:

Saturn USA Distribution, LLC

By: _____
Retailer Signature

By: _____
Its: _____

Name: _____
Print Name

Title: _____

Attested by _____

(9/1/2009)

SATURN USA DISTRIBUTION, LLC
SATURN USA SALES AND SERVICE RETAILER AGREEMENT
STANDARD PROVISIONS

I. **ACQUISITION, DELIVERY AND INVENTORY OF SATURN MOTOR VEHICLE PRODUCTS**

A. **PRICES AND TERMS OF SALE**

Distributor shall offer to sell to Retailer and Retailer shall have the right to purchase from Distributor Saturn Motor Vehicle Products in accordance with the provisions of this Agreement and the prices and other terms of sale that Distributor shall establish and revise from time to time. Such revised prices or terms shall apply to any Saturn Motor Vehicle Product not invoiced to Retailer by Distributor at the time the notice of such changes is given to Retailer (in the case of Saturn USA New Motor Vehicles), or upon issuance of a new or modified parts prices list or through change notices, letters, bulletins or revision sheets (in the case of Genuine Saturn USA Parts and Accessories), or at such other times as may be designated electronically or in writing by Distributor.

B. **AVAILABILITY AND ALLOCATION OF PRODUCTS**

Distributor will allocate Saturn Motor Vehicle Products among its Retailers in a fair and equitable manner. Distributor will, upon Retailer's request, explain the considerations and methods used to allocate Saturn Motor Vehicle Products to Retailer.

C. **DELIVERY OF PRODUCTS**

Distributor will ship Saturn Motor Vehicle Products to Retailer by whatever mode of transportation, by whatever route, and from whatever point Distributor may select. Retailer shall pay Distributor such charges as Distributor in its sole discretion establishes for such transportation services. Retailer agrees to provide Distributor, upon request, access to a secure area for after hours delivery of Saturn Motor Vehicle Products.

D. **PASSAGE OF TITLE**

Title to each Motor Vehicle Product shall pass from Distributor to Retailer, or to the financial institution designated by Retailer, upon the earlier of delivery of said Product to Retailer or to a carrier for transportation to Retailer.

E. **RISK OF DAMAGE OR LOSS**

Retailer shall bear the risk of damage to or loss of Saturn Motor Vehicle Products during transportation from the point of shipment; however, Distributor will, if requested by Retailer, assign any claims and rights to Retailer that Distributor may have against the responsible carrier for damage to or loss of Saturn Motor Vehicle Products during said transportation for and on behalf of Retailer. To the extent required by law, Retailer

shall notify the purchaser of a vehicle of any damage sustained by such vehicle prior to sale.

F DELAY OR FAILURE OF DELIVERY

Distributor shall not be liable for any delay or failure to deliver Saturn Motor Vehicle Products that it has previously agreed to deliver, where such delay or failure to deliver is the result of any event beyond the control of Distributor, including but not limited to any law or regulation of any governmental entity, acts of God, foreign or civil wars, riots, interruptions of navigation, shipwrecks, fires, floods, storms, strikes, lockouts, or other labor troubles, acts of terrorism, embargoes, blockades, or delay or failure of the Manufacturer or its affiliates to deliver Saturn Motor Vehicle Products

G. DIVERSION AND STORAGE CHARGES

Retailer shall be responsible for and shall pay all charges for demurrage, storage and other expense accruing after shipment to Retailer or to a carrier for transportation to Retailer. If diversions of shipments are made upon Retailer's request or are made by Distributor as a result of Retailer's failure or refusal to accept shipments made pursuant to Retailer's orders, Retailer shall pay all additional charges and expenses incident to such diversions.

H SECURITY INTEREST

1 Grant of Security Interest

As a security for the full payment of all sums from time to time owed by Retailer to Distributor under this Agreement, whether such sums are now or hereafter become due and owing, Retailer hereby grants to Distributor a security interest in the following items, subject to the lien of Retailer's floor plan lender approved by Distributor (collectively referred to as "Collateral"):

- (i) All Saturn Motor Vehicle Products and other related items delivered by Distributor to Retailer hereunder on account (all such inventory hereinafter referred to collectively as "Inventory" and individually as "Item of Inventory"); and
- (ii) All proceeds from any of the foregoing, including without limitation, insurance payable by reason of the loss, damage or destruction of any Item of Inventory, and all accounts and chattel paper of Retailer arising from its sale, lease or other disposition of Inventory now existing or hereafter arising, and all liens, securities, guarantees, remedies and privileges pertaining thereto, together with all rights and liens of Retailer relating thereto.

2 Default in Payment

In addition to other events of default set forth in this Agreement, Retailer shall be in default of this Agreement if: (i) Retailer shall fail to pay any amounts to Distributor when due or fail to perform any obligations under this Agreement in a timely manner; (ii) there shall occur any material adverse change in the financial condition of Retailer; or (iii) a proceeding is commenced by or against Retailer under any bankruptcy or insolvency or similar statute or regulation or Retailer makes an assignment for the benefit of creditors or becomes insolvent, and, in any such case, Distributor may declare all sums owed to Distributor immediately due and payable and Distributor shall have all the rights and remedies afforded to a secured party after default under the Uniform Commercial Code or other applicable law in effect on the date of this Agreement.

3. Assembly of Collateral, Payment of Costs and Notices

Retailer shall, if requested by Distributor upon the occurrence of any default under this Agreement, assemble the Collateral and make it available to Distributor at a place or places designated by Distributor. Retailer also shall pay all costs of Distributor, including without limitation, attorneys fees incurred with respect to the enforcement of any of Distributor rights under this Section I.H.

4 Recording and Further Assurances

Retailer shall provide any assistance necessary in the preparation of financing statements and such other instruments or documents and take any other action as Distributor may request in order to create or maintain the security interest intended to be created by this Section I.H., or to enable Distributor to exercise and enforce its rights hereunder. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement and may be filed in lieu of a financing statement in any and all jurisdictions which accept such reproductions.

5 Records and Schedules of Inventory

Retailer shall keep accurate records itemizing and describing the kind, type and quantity of Inventory and shall furnish to Distributor within five (5) days of receipt of Distributor's request therefore, a current schedule of Inventory in form and substance satisfactory to Distributor ("Schedule of Inventory"), which shall be true and accurate in all respects. A physical inventory shall be conducted by Retailer no less than annually in connection with preparation of year-end financial statements of Retailer and, at Distributor's request, a report of such inventory shall be promptly provided to Distributor.

I. **CHANGES OF DESIGN, SPECIFICATIONS OR OPTIONS**

Distributor may change the design or specifications of any Saturn Motor Vehicle Product or the options in any Saturn Motor Vehicle Products and shall be under no obligation to provide notice of same or to make any similar change to Saturn Motor Vehicle Products previously purchased by or shipped to Retailer. No change shall be considered a model year change unless so specified by Distributor.

J. **DISCONTINUANCE OF MANUFACTURE OR IMPORTATION**

The Manufacturer and/or Distributor may discontinue the manufacture, importation or distribution of all or part of any Saturn Motor Vehicle Products, whether vehicles, parts, options or accessories, including any model, series or body style of any Saturn USA New Motor Vehicles at any time without any obligation or liability.

K. **MINIMUM VEHICLE INVENTORIES**

Retailer agrees that it shall, at all times, maintain in showroom ready condition at least the minimum inventory of Saturn USA that may be established by Distributor from time to time.

L. **PRODUCT MODIFICATIONS**

Retailer agrees that it will not install aftermarket accessories, equipment, or make any modifications to Saturn Motor Vehicle Products or Prior Saturn Motor Vehicles that may impair or adversely affect their safety, emissions, structural integrity, performance or original vehicle warranty applicability.

II. **RETAILER'S MARKETING AND SALES OF SATURN MOTOR VEHICLE PRODUCTS**

A. **RETAILER'S GENERAL RESPONSIBILITIES**

Retailer recognizes that customer satisfaction and the successful promotion and sale of Saturn Motor Vehicle Products are significantly dependent on Retailer's advertising and sales promotion activities. Therefore, Retailer at all times shall:

1. Actively and effectively promote and sell new and used Saturn Motor Vehicle Products to customers located within its Area of Responsibility,
2. Advertise and merchandise Saturn Motor Vehicle Products, and use current Saturn brand showroom displays, sales materials and other promotional media;
3. Organize a complete sales organization of the highest quality, ensure that its sale personnel meet the educational and management standards as may be established by Distributor, and, at Retailer's expense, have such personnel as are appropriate attend all training courses prescribed by Distributor,

4. Comply with the communications guidelines and graphic standards issued by Distributor, maintain a high standard of ethics in advertising, promoting and selling Saturn Motor Vehicle Products, and avoid engaging in any misrepresentation or unfair or deceptive practices. Retailer shall discontinue any advertising the Distributor considers injurious to Distributor's or the Manufacturer(s)' business or reputation or to the Saturn Marks, or that are likely to be violative of applicable laws or regulations, and
5. Appoint a dedicated on-site General Manager with the responsibility to grow and develop the Saturn Motor Vehicle Products business within the Area of Responsibility. The General Manager shall be empowered to make daily operational decisions on behalf of Retailer and as such is subject to approval by Distributor. The General Manager shall spend 100% of his/her working hours on Saturn Retailer business. The Retailer Operator may serve as the General Manager.
6. The Retailer is authorized to sell Saturn USA New Motor Vehicles only to:
 - customers who purchase for personal use or for a primary business use other than resale,
 - other authorized Saturn Retailers, and
 - Distributor
7. Retailer agrees to exclusively offer for sale Saturn branded Service Plan Products, or Service Plan Products developed for Saturn to the extent such plans are available, to all customers who purchase or lease Saturn USA New Motor Vehicles and pre-owned Saturn vehicles if they are eligible for a Saturn branded Service Plan

B. EXPORT POLICY

Retailer is authorized to sell Saturn Motor Vehicle Products only to customers residing in the United States of America. Retailer agrees that it will not sell Saturn Motor Vehicle Products for resale or use outside the United States of America. Retailer agrees to be bound by and comply with any export policy established by Distributor.

C. MARKETING ASSOCIATION

Both the Retailer and the Distributor acknowledge the mutual benefits of comprehensive joint retailer advertising and merchandising to promote the sale and service of Saturn Motor Vehicle Products.

Accordingly, the Regional UnIncorporated Marketing Association (Association) has been established to produce such joint merchandising and advertising. Retailer agrees to participate in the Association. The Association is governed by the Regional Marketing

Council (RMC), which is self-governing according to its bylaws. Retailer and Distributor agree to support the merchandising and advertising initiatives of the RMC.

The Association will, from time to time, assess a minimum amount for each Saturn USA New Motor Vehicle purchased by Retailer to fund merchandising and advertising initiatives.

D. PRE-OWNED VEHICLES

Retailer agrees to display and sell pre-owned Saturn Motor Vehicles only at the Approved Location(s). Retailer shall participate in programs as specified by Distributor for the sale of such vehicles, and shall maintain the minimum reasonable inventory established by Distributor from time to time for such operations. Retailer shall conduct its pre-owned Saturn motor vehicle operations in conformance with all standards set forth in this Agreement. Retailer agrees to participate in any Saturn Certified Pre-Owned program established by Distributor.

E. RETAILER MARKET AREA

Distributor will assign to Retailer a geographic area consisting of a collection of zip codes or census tracts that is called an Area of Responsibility ("AOR"), which area, as of the effective date of this Agreement, will be the same or substantially similar to Retailer's facilitated Area of Geographic Sales and Service Advantage ("AGSSA") as defined in Retailer's most recent retailer agreement with Saturn Distribution Corporation. See Brand Critical Standard #1 for more detail. The AOR is a tool used by Distributor to evaluate Retailer's performance of its primary obligations hereunder. Retailer agrees that it has no right or interest in any AOR, including rights of exclusivity, and Retailer acknowledges that the Distributor reserves the right to appoint additional Saturn Retailers, whether located near Retailer's location or elsewhere, as the Distributor in its sole discretion deems necessary or appropriate and that Distributor may change or alter Retailer's AOR at any time. If a decision is made by Distributor to change or alter Retailer's AOR, Distributor will provide Retailer no less than thirty (30) days written notice of such decision. Distributor may, directly or indirectly, offer and sell Saturn Motor Vehicle Products in Retailer's AOR to the following:

1. Governmental or Municipal Authorities
2. Certain fleet/corporate customers of Distributor
3. Customers who refuse to purchase from Retailer

F. EVALUATION OF RETAILER'S MARKETING AND SALES PERFORMANCE

Distributor will periodically evaluate Retailer's sales and marketing performance under this Agreement. Retailer's evaluation will be based on such reasonable criteria as Distributor may establish, including without limitation (i) Retailer's reasonable sales objectives that may be established by Distributor; (ii) Retailer's sales of Saturn USA New Motor Vehicles as a percentage of registrations of Saturn USA New Motor Vehicles and

Competitive Vehicles in Retailer's AOR, (iii) the registrations of Saturn USA New Motor Vehicles as a percentage of registrations of Competitive Vehicles in Retailer's AOR; (iv) Retailer's sales or registrations of Saturn USA Motor Vehicle Products as compared to sales or registrations of Saturn USA New Motor Vehicle Sales by authorized Saturn motor vehicle Retailers in other areas, including but not limited to the metropolitan area, market and/or region in which Retailer is located, and (v) Retailer's performance in building and maintaining consumer satisfaction with Retailer and Saturn Motor Vehicle Products. Distributor will review such evaluations with Retailer, and Retailer shall take prompt corrective action if required to improve its performance

G. **ADOPTION AND IMPLEMENTATION OF THE SATURN PUBLISHED PRICE INTEGRITY CONCEPT**

The Saturn Published Price Integrity concept ensures that the transaction price for all products offered to the Saturn customer is equal to or less than to Retailer's posted and advertised price for those items. This includes pricing for vehicles, installed factory and Retailer accessories, all finance and insurance products, and scheduled maintenance service. Additionally, Saturn Published Price Integrity requires that no customer pay Retailer supplementary or add-on surcharges over MSRP for Saturn Motor Vehicle Products or factory options. Saturn Published Price Integrity allows any customer to get Retailer's published fair price without negotiation or haggling. It requires the following:

1. Clearly posted, accurately represented and easily accessible price menus for all products and services offered to the Saturn customer, including any Retailer or document fees, displayed in the Saturn showroom and on Retailer's website. Menu prices must be consistent in all posted locations and all authorized websites
2. Retailer may, but is not required to, use the published MSRP for vehicles, installed accessories and/or financial services.
3. Retailer must not engage in auction type offerings for vehicles or production positions with retail customers which result in add-on or supplementary Retailer surcharges. This is not reflective of an open and honest image.
4. Retailer shall explain to customers of Saturn Motor Vehicle Products the items that make up the total selling price and to provide the customer with itemized invoices and all other information required by law

H. **ADVERTISING AND USE OF THE SATURN BRAND TRADEMARKS AND LOGOS**

All advertising of Saturn Motor Vehicle Products and use of the Saturn logo or other Saturn Marks authorized by Distributor for use by Retailer is required to be separate and distinct from any other automotive brand. This includes all advertising, websites, Retailer stationary and forms, billboards and advertising articles. All merchandise and articles, including promotional items that include a Saturn Mark can only be produced after receiving prior written approval of Distributor. All advertising must be in compliance with all applicable laws, rules and regulations

I. **SATURN USA WEB SITE**

Retailer will be required to participate in a Distributor endorsed Retailer website program. This supports a consistent brand message, both off-line and on-line, and is key to further strengthening the Saturn brand and increasing market share. Retailer will receive pricing and instructions on enrollment in any full-service Retailer website program developed on behalf of Distributor for Saturn Retailers generally.

J. **PRIVACY OF PERSONAL INFORMATION**

Maintaining the confidentiality of the customer's private information is critical in establishing an open and trustworthy relationship with our customers. The customer should not be concerned that their private information is unlawfully being disclosed to, or accessed by, unrelated third parties that are not involved in the transaction process. Retailer shall comply with all laws, rules and regulations regarding the use and disclosure of non-public personal information of customers and consumers ("Customer Information"). Retailer shall use the Customer Information (whether obtained directly from the customer, Distributor or some other source) only for the purposes of completing a transaction that is authorized by the customer, complying with the Retailer Agreement or as otherwise permitted by law. Retailer shall maintain physical, electronic and procedural safeguards that comply with federal and state laws so as to maintain the confidentiality of all Customer Information.

K. **INFORMATION TECHNOLOGY AND COMMUNICATIONS SERVICE, SYSTEMS AND PROCESSES**

1. A major element of the Saturn Mission is to lead the industry in customer enthusiasm. Maintaining this level of enthusiasm requires consistent application by Retailers of all designated sales, service, marketing, facilities, and other systems. The Retailer agrees to purchase, implement and maintain any systems that are required in this Agreement, or any guide or manual issued by Distributor. Additionally, the Retailer agrees to fully utilize recommended Saturn processes in order to ensure that customers experience the Saturn difference.

2. Computer Systems.

- Saturn's Mission involves the integration of people, technology and business systems. This integration is possible only if the Retailer has computer systems that meet customers' needs and the retail facility's internal business needs; permit direct communication between the Retailer and the Distributor; and give the Distributor ready access to the Retailer's accounts and records.
- Accordingly, the Retailer agrees to purchase and use any Distributor approved computer system hardware and software packages, and to diligently update these hardware and software packages whenever changes are approved by Distributor.

III. RETAILER'S SERVICE OBLIGATIONS

A. CUSTOMER SERVICE STANDARDS

Retailer and Distributor agree that customer satisfaction and the future growth of their respective businesses is substantially dependent upon the ability of owners of Saturn Motor Vehicles to obtain high-quality servicing from Retailer. All service will be performed in accordance with this Agreement and the Saturn Policies and Procedures Manual as may be modified by Distributor from time to time. Therefore, Retailer agrees to:

1. Provide prompt, efficient and courteous service of the highest quality for all Saturn Motor Vehicles, regardless of where or when purchased and whether or not under warranty
2. Utilize the technical assistance (if necessary) of Distributor and/or Manufacturer to ensure a proper diagnosis before repair or replacement occurs;
3. Implement a measurement system to identify repeat repairs and over repair. Corrective action must be implemented should any out of line conditions be identified.
4. Retailer must complete and review a multi-point inspection with all Saturn customers after the maintenance service to address recommended future services and the next scheduled maintenance. This may be done by phone or in person, with a copy provided at the time of delivery.
5. Accurately diagnose and advise customers of the necessary repairs, and obtain their consent prior to the initiation of such repairs;
6. Professionally perform the necessary repairs; and
7. Treat customers fairly at all times.

B. RETAILER'S SPECIFIC SERVICE OBLIGATIONS

1. Pre-Delivery Inspections and Service

Retailer shall perform pre-delivery inspections and service on each Saturn USA New Motor Vehicle prior to sale and delivery thereof by Retailer in accordance with the Saturn Policy and Procedures Manual

2. Warranty Repairs and Policy Service

Retailer shall promptly, courteously and efficiently perform (i) warranty repairs on each Saturn USA New Motor Vehicle that qualifies for such repairs under the provisions of any warranty furnished therewith by Distributor; and (ii) such other inspections, repairs or corrections on Saturn USA New Motor Vehicles as